



October 31, 2016
Via ECFS Filing

Marlene Dortch
Secretary
Federal Communications Commission
445 12th Street SW
Washington, DC 20554

REDACTED FOR PUBLIC
INSPECTION

RE: Request for Confidential Treatment of Filing of VoIPStreet, Inc. dba VoIP Innovations;
*Application of VoIPStreet, Inc. dba VoIP Innovations for Authorization to Obtain Numbering
Resources Pursuant to Section 52.15(g) of the Commission's Rules, WC Docket No. 16-_____*

Dear Ms. Dortch:

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, VoIPStreet, Inc. dba VoIP Innovations ("VoIPStreet") hereby submits its application requesting authorization to obtain numbering resources.

VoIPStreet respectfully requests that, pursuant to Sections 0.457 and 0.459 of the Commission's rules, 47 C.F.R. §§ 0.457 and 0.459, the Commission withhold from public inspection and accord confidential treatment to **Exhibit A** to the application because that document contains sensitive trade secrets and commercial information that falls within Exemption 4 of the Freedom of Information Act ("FOIA").¹ VoIPStreet is voluntarily providing this information, "of a kind that would not customarily be released to the public"; therefore, this information is "confidential" under FOIA². Moreover, VoIPStreet would suffer substantial competitive harm if this information were disclosed.³

Exhibit A is accordingly marked with the header "SUBJECT TO REQUEST FOR CONFIDENTIAL TREATMENT - NOT FOR PUBLIC INSPECTION."

¹ 5 U.S.C. § 552(b)(4).

² See *Critical Mass Energy Project v. NRC*, 975 F.2d 871, 879 (D.C. Cir. 1992).

³ See *National Parks and Conservation Ass'n v. Morton*, 498 F.2d 765 (D.C. Cir. 1974).

In support of this request and pursuant to Section 0.459(b) of the Commission's rules⁴, VoIPStreet hereby states as follows:

1. IDENTIFICATION OF THE SPECIFIC INFORMATION FOR WHICH CONFIDENTIAL TREATMENT IS SOUGHT.⁵

VoIPStreet seeks confidential treatment of Exhibit A to the enclosed application.

2. DESCRIPTION OF CIRCUMSTANCES GIVING RISE TO THE SUBMISSION.⁶

VoIPStreet is submitting as Exhibit A the agreement between it and its carrier partner, as proof of VoIPStreet's facilities readiness as required by Section 52.15(g)(3)(i)(D) of the Commission's rules.

3. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION IS COMMERCIAL OR FINANCIAL, OR CONTAINS A TRADE SECRET OR IS PRIVILEGED.⁷

The information for which VoIPStreet seeks confidential treatment contains sensitive commercial information "which would customarily be guarded from competitors"⁸. Exhibit A describes the agreement between VoIPStreet and its carrier partner and contains proprietary commercial information concerning VoIPStreet's network, customers, and services.

4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERNS A SERVICE THAT IS SUBJECT TO COMPETITION.⁹

Exhibit A contains information relating to commercial matters that could be used by competitors to VoIPStreet's disadvantage. VoIPStreet has numerous competitors in the Voice over Internet Protocol ("VoIP") services sector in which it operates. Detailed operations and commercial information of the type provided by VoIPStreet could compromise VoIPStreet's position in this highly competitive industry. Release would therefore result in substantial competitive harm to VoIPStreet.

⁴ 47 C.F.R. § 0.459(b).

⁵ 47 C.F.R. § 0.459(b)(1).

⁶ 47 C.F.R. § 0.459(b)(2).

⁷ 47 C.F.R. § 0.459(b)(3).

⁸ 47 C.F.R. § 0.457(d)(2).

⁹ 47 C.F.R. § 0.459(b)(4).

5. EXPLANATION OF HOW DISCLOSURE OF THE INFORMATION COULD RESULT IN SUBSTANTIAL COMPETITIVE HARM¹⁰

Competitors could use VoIPStreet's proprietary commercial and operational information to VoIPStreet's detriment as they would gain access to sensitive information about how VoIPStreet provides services as well as about VoIPStreet's commercial agreements with others in the market that are not normally disclosed to the public.

6. IDENTIFICATION OF ANY MEASURES TAKEN BY THE SUBMITTING PARTY TO PREVENT UNAUTHORIZED DISCLOSURE.¹¹

VoIPStreet has not distributed the information in Exhibit A to the public.

7. IDENTIFICATION OF WHETHER THE INFORMATION IS AVAILABLE TO THE PUBLIC AND THE EXTENT OF ANY PREVIOUS DISCLOSURE OF THE INFORMATION TO THIRD PARTIES.¹²

VoIPStreet has not previously disclosed the information in Exhibit A.

8. JUSTIFICATION OF THE PERIOD DURING WHICH THE SUBMITTING PARTY ASSERTS THAT MATERIAL SHOULD NOT BE AVAILABLE FOR PUBLIC DISCLOSURE.¹³

VoIPStreet requests that Exhibit A be treated as confidential for a period of ten years. This period is necessary due to the proprietary nature of the information in Exhibit A.

¹⁰ 47 C.P.R. § 0.459(b)(5).

¹¹ 47 C.P.R. § 0.459(b)(6).

¹² 47 C.F.R. § 0.459(b)(7).

¹³ 47 C.F.R. § 0.459(b)(8).

9. **OTHER INFORMATION THAT VOIPSTREET BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.**¹⁴

The information concerns VoIPStreet's proprietary network information, related to current and planned commercial and operational information, and as such, is commercially sensitive.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3005 or via email to swarren@tminc.com. Thank you for your assistance in this matter.

Sincerely,

/s/Sharon R. Warren

Sharon R. Warren
Consultant to VoIPStreet, Inc.

cc: Sebastian Kiely – VoIPStreet
tms: FCx1601

SW/mp

¹⁴ 47 C.F.R. § 0.459(b)(9).

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)
)
VoIPStreet, Inc. ,)
dba VoIP Innovations) WC Docket No. 16-_____
)
For Authorization to Obtain Numbering
Resources Pursuant to Section 52.15(g) of
The Commission's Rules

**APPLICATION OF VOIPSTREET, INC. dba VOIP INNOVATIONS FOR AUTHORIZATION
TO OBTAIN NUMBERING RESOURCES**

VoIPStreet, Inc. dba VoIP Innovations ("VoIPStreet"), pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, respectfully requests authorization to obtain numbering as described below.

Under the Commission's *Numbering Order*,¹ an interconnected VoIP provider may obtain numbering resources from the Numbering Administrator upon a showing that it is authorized to provide service in the area for which the numbering resources are requested. Such authorization may be obtained upon an application to the Commission containing the information detailed in Section 52.15.(g)(3)(i)(A)-(G) of the Commission's Rules. VoIPStreet hereby requests the Commission grant it that authorization. In support of this application, VoIPStreet provides the following information:

I. INFORMATION REQUIRED BY SECTION 52.15(g)(3)(i)

A. § 52.15(g)(3)(i)(A)

Name:	VoIPStreet, Inc. dba VoIP Innovations
Address:	Eight Penn Center West Suite 101
City:	Pittsburgh
State:	PA
ZIP Code:	15276
Telephone:	412-440-2013

¹ *Numbering Policies for Modern Communications*, FCC 15-70 (rel. June 22, 2015).

Contact for Regulatory Requirements, Compliance, 911 and Law Enforcement:

Name:	Sebastian Kiely
Address:	Eight Penn Center West Suite 101
City:	Pittsburgh
State:	PA
ZIP Code:	15276
Telephone:	412-440-2072
Facsimile:	412-397-1020

B. § 52.15(g)(3)(i)(B)

VoIPStreet hereby acknowledges that authorization to obtain numbering resources under Section 52.15(g) of the Commission's Rules is subject to compliance with applicable Commission numbering rules as well as to the numbering authority delegated to the states. VoIPStreet hereby also acknowledges that this authorization is subject to compliance with industry guidelines and practices regarding numbering, as applicable to telecommunications carriers. The numbering resources that are the subject of this Application will be used to provide interconnected VoIP services initially in New York.

C. § 52.15(g)(3)(i)(C)

VoIPStreet hereby acknowledges that it must file requests for numbers with the relevant state commission(s) at least 30 days before requesting numbers from the Numbering Administrators.

D. § 52.15(g)(3)(i)(D)

VoIPStreet hereby sets forth its capability to provide service within 60 days of the numbering resources activation date.

VoIPStreet serves over 1,900 ITSPs in the United States and has over 500,000 numbers in production. To further demonstrate its facilities readiness, it has the following resources available at its disposal: a fully integrated back office support system with the ability to schedule and process LNP orders

from customers, an experienced Provisioning Department capable of handling bulk number ports with over 10 years LNP experience. VoIPStreet already has an agreement in place with its CLEC partner to route traffic to the ILECs. VoIPStreet has attached to this application, as *Exhibit A*, an agreement between VoIPStreet and its carrier partner providing that the carrier partner will host VoIPStreet's numbers on its switches and provide connectivity to the PSTN for inbound calls to VoIPStreet numbers. VoIPStreet has requested confidential treatment under the Commission's rules for *Exhibit A*. Also attached, as *Exhibit B*, is an interconnection agreement between VoIPStreet's carrier partner and a local exchange carrier.

E. § 52.15(g)(3)(i)(E)

VoIPStreet hereby certifies that it complies with its Universal Service Fund contribution obligations under 47 CFR part 54, subpart H, its Telecommunications Relay Service contribution obligations under 47 CFR § 64.604(c)(5)(iii), its North American Numbering Plan and Local Number Portability Administration contribution obligations under 47 CFR §§ 52.17 and 52.32, its obligations to pay regulatory fees under 47 CFR § 1.1154, and its 911 obligations under 47 CFR part 9.

F. § 52.15(g)(3)(i)(F)

VoIPStreet certifies that it has the financial, managerial, and technical expertise to provide reliable service. It is financially stable, led by a strong, experienced management team with substantial managerial experience in the telecommunications industry, and has sufficient technical expertise and infrastructure in place to provide reliable numbering services. VoIPStreet has developed a web interface for processing local service requests for porting numbers, which allows providers to seamlessly submit porting requests. VoIPStreet's key management and technical personnel are listed below. None of the identified personnel are being or have been investigated by the Commission or any law enforcement or regulatory agency for failure to comply with any law, rule, or order.

Key Personnel:

Chief Information Officer – Adam Scott
Director of Product Management – Sebastian Kiely
Director of Engineering – Tim Linn

G. § 52.15(g)(3)(i)(G)

VoIPStreet hereby certifies that no party to this application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862.

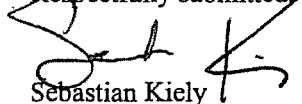
II. ACKNOWLEDGEMENT OF CONDITIONS IN SECTION 52.15(g)(3)(iv)

As required by Section 52.15(g)(3)(iv), VoIPStreet will maintain the accuracy of all contact information and certifications in this application, and will file a correction with the Commission and each applicable state within 30 days of any changes. VoIPStreet will also furnish accurate regulatory and numbering contact information to each state commission when requesting numbers in that state.

III. CONCLUSION

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, VoIPStreet respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully submitted,



Sebastian Kiely
Director, Product Management
VoIPStreet, Inc. dba VoIP Innovations
Eight Penn Center West
Suite 101
Pittsburgh, PA 15276
412-440-2072
sebastiank@voipinnovations.com

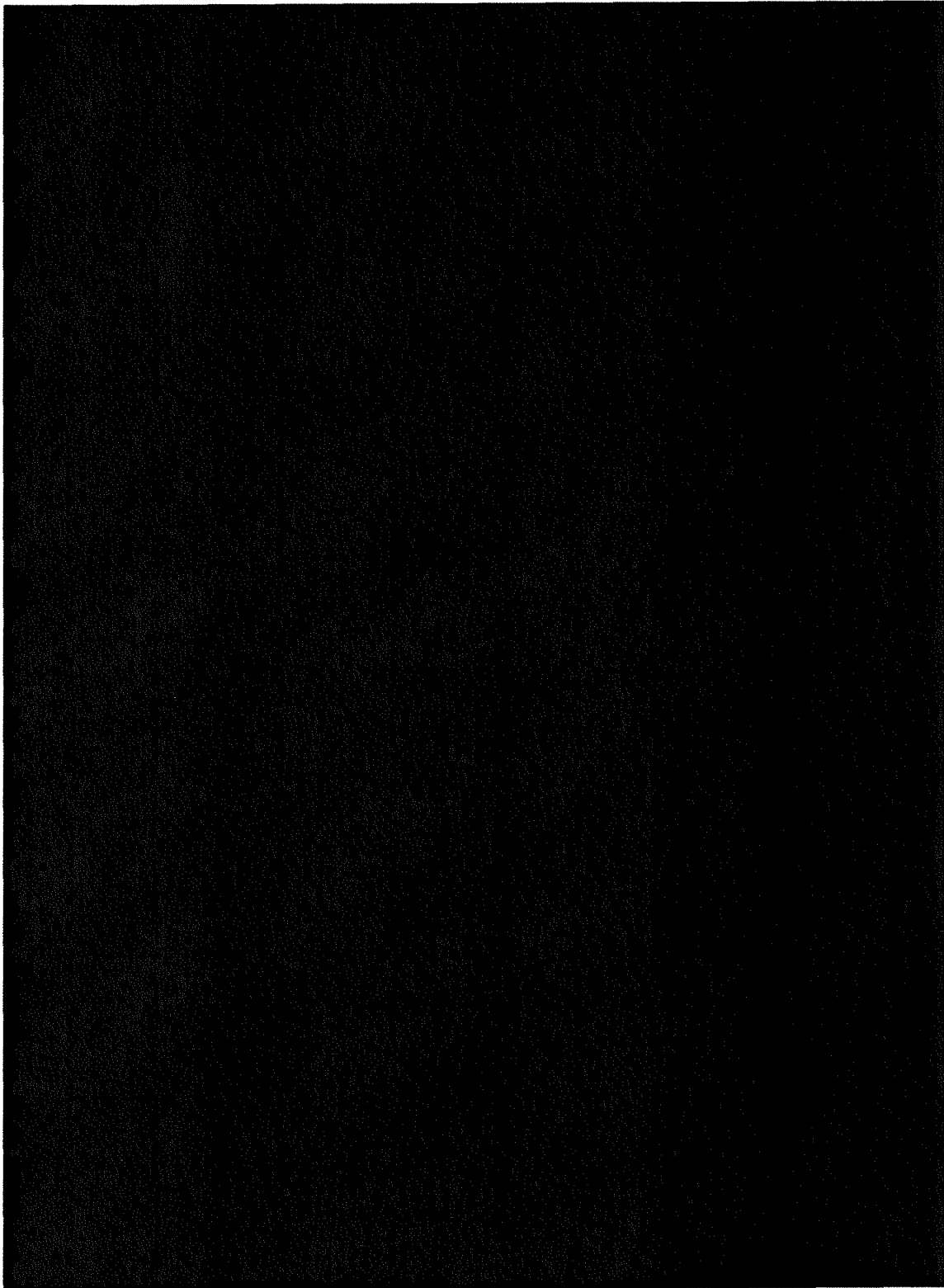
October 24, 2016

Exhibit A

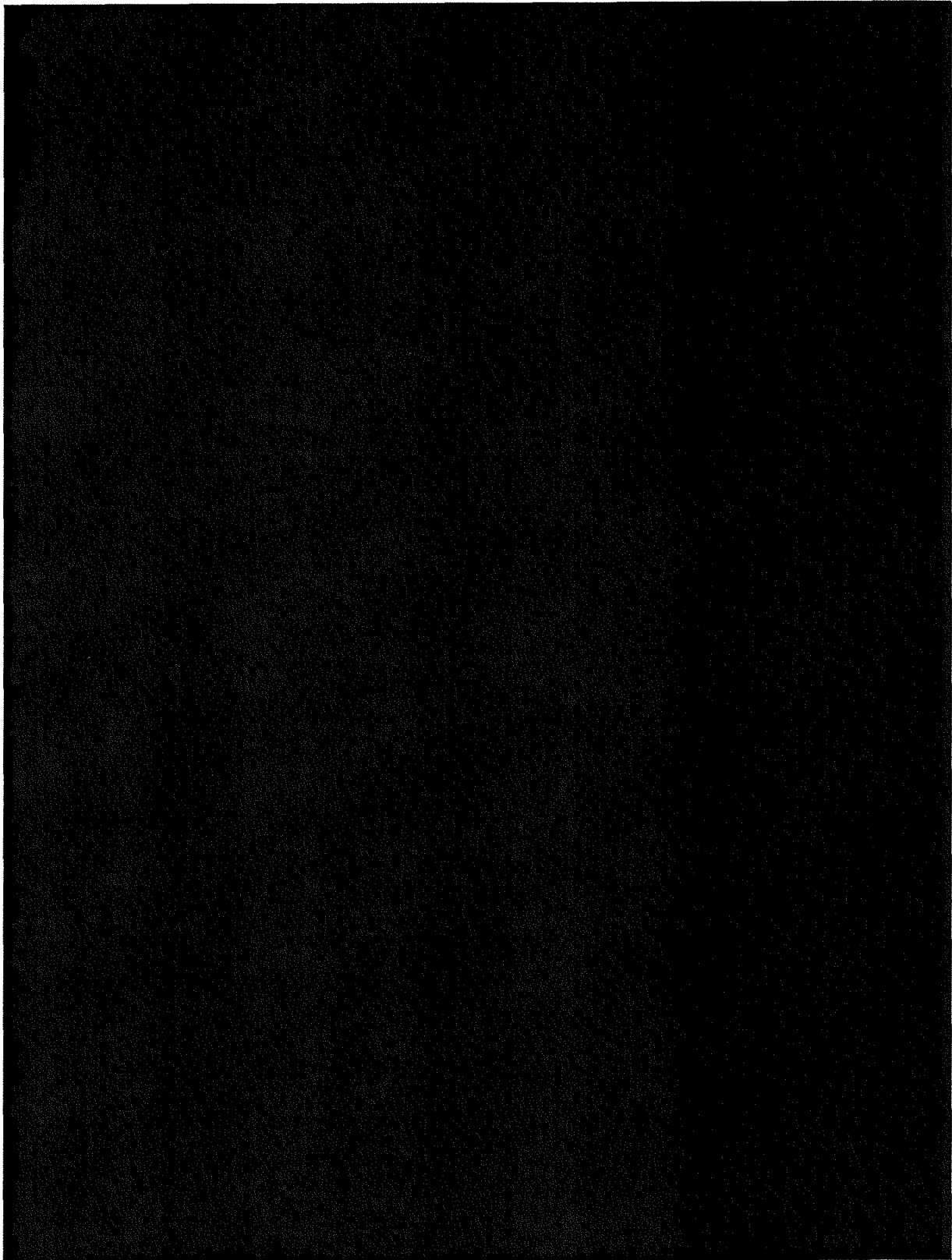
**AGREEMENT BETWEEN VoIPSTREET,INC. AND
CARRIER PARTNER**

(Confidential exhibit submitted separately)

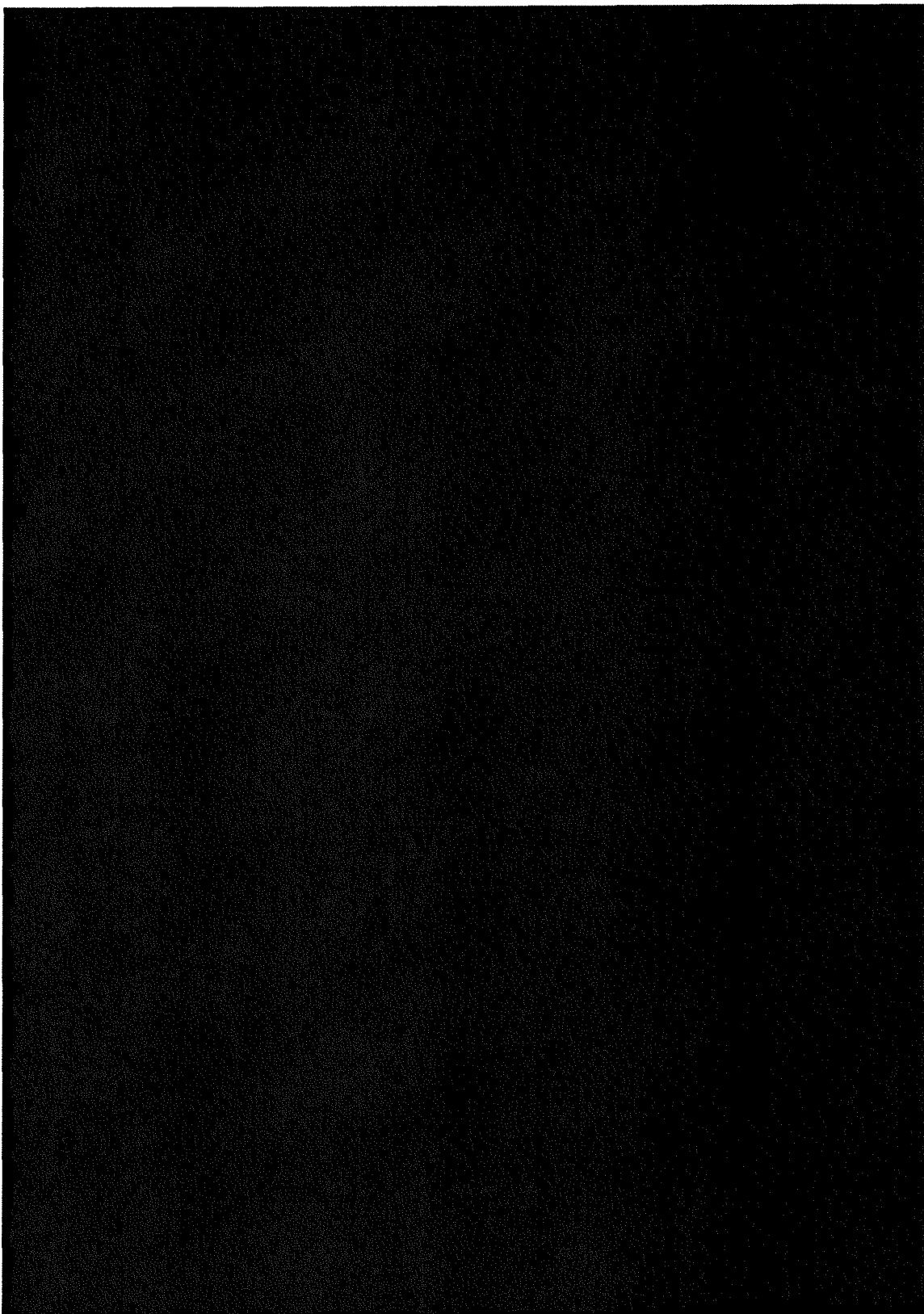
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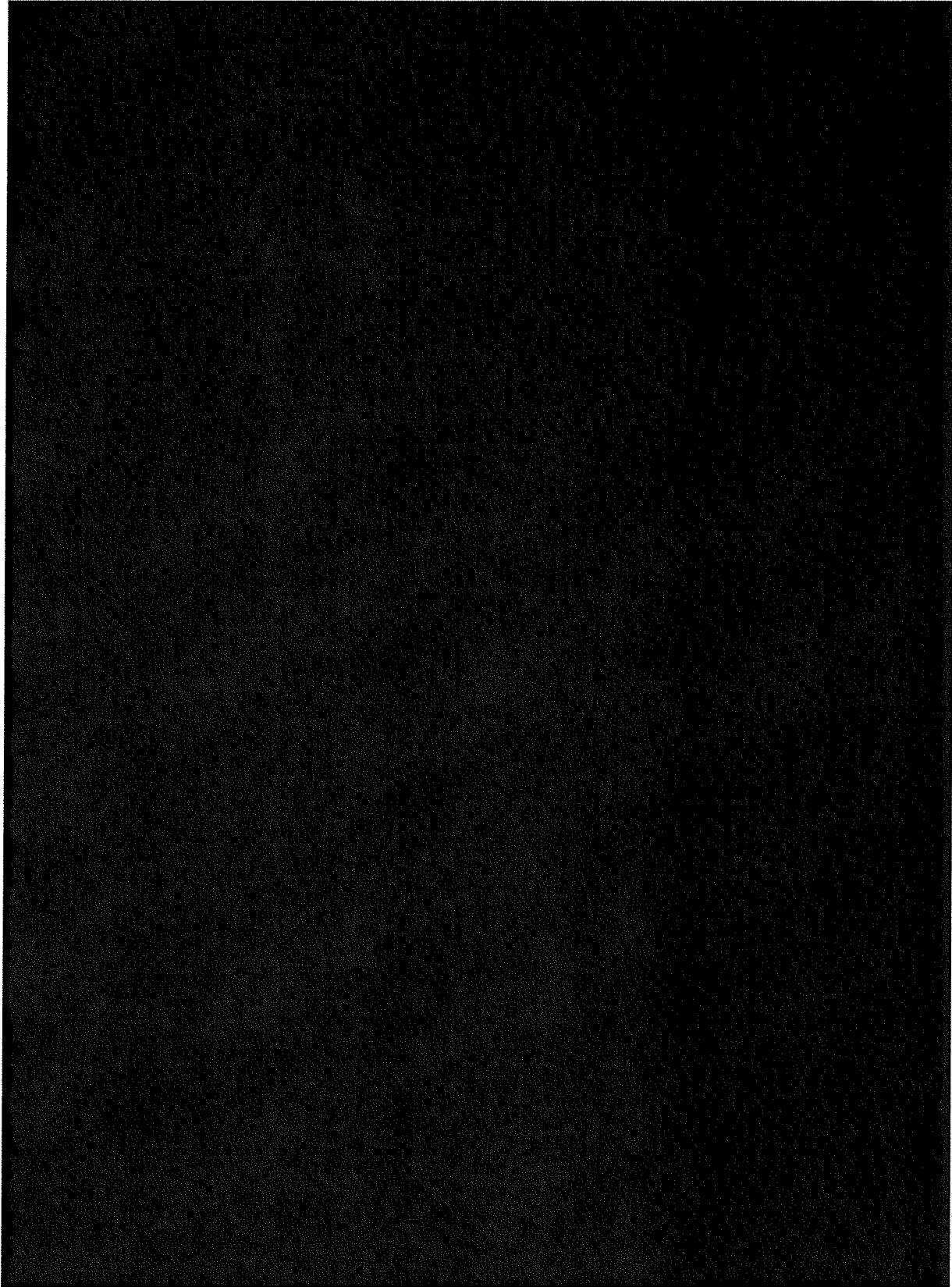


Exhibit B

**AGREEMENT BY AND BETWEEN NEUTRAL
TANDEM-NEW YORK , LLC
AND
VERIZON NEW YORK INC.**

AMENDMENT

to

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this "Amendment") amends each of the following Interconnection Agreements (the "Interconnection Agreements"): (a) each Interconnection Agreement listed in Appendix 2 to this Amendment; and, (b), any other Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, 47 U.S.C. §§ 251 and 252 (including, but not limited to, an interconnection agreement that is an adoption pursuant to 47 U.S.C. § 252(i)) that became effective prior to October 16, 2006, or that becomes effective on or after October 16, 2006, between a Verizon Party and an NT Party for the Verizon Party's Incumbent Local Exchange Carrier service area. As used in this Amendment, (a) the "Verizon Parties" include each of the Verizon companies listed in Appendix 1 (each individually "Verizon" or a "Verizon Party" and collectively "Verizon" or the "Verizon Parties"), and, (b) the "NT Parties" include each of the NT companies listed in Appendix 1 and each of their wireline affiliates (each individually "NT" or an "NT Party" and collectively "NT" or the "NT Parties"). Verizon and NT are hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties." This Amendment shall become effective for each of the Interconnection Agreements listed in Appendix 2 as of October 16, 2006 and for any other Interconnection Agreement as of the later of October 16, 2006 or the date on which such Interconnection Agreement becomes effective. The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended.

WITNESSETH:

WHEREAS, pursuant to 47 U.S.C. § 252(i), effective October 16, 2006, Neutral Tandem—New York, LLC adopted the August 1, 2006 "Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 By and Between Verizon New York Inc. and AT&T Communications of New York, Inc."; and

WHEREAS, in such adoption letter, Verizon and NT recognized and agreed that the Unitary Rate Amendment (as defined in Section 1, below) shall apply to all of the Interconnection Agreements in accordance with the Unitary Rate Amendment's terms; and

WHEREAS, the Parties desire to amend the Unitary Rate Amendment and each Interconnection Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the Parties agree as follows:

1. Definition. As used in this Amendment, "Unitary Rate Amendment" means Amendment No. 1 to the August 1, 2006 "Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 By and Between Verizon New York Inc. and AT&T Communications of New York, Inc.," that was adopted by Neutral Tandem—New York, LLC, effective October 16, 2006, pursuant

to 47 U.S.C. § 252(i). A copy of the Unitary Rate Amendment is set out in Appendix 3 to this Amendment.

2. Application of the Unitary Rate Amendment. The Parties hereby reaffirm that the Unitary Rate Amendment, as amended by this Amendment, shall apply to and be a part of each Interconnection Agreement in accordance with the Unitary Rate Amendment's terms. References to AT&T in the Unitary Rate Amendment shall be deemed to be references to NT.

3. Amendment of the Unitary Rate Amendment. The Unitary Rate Amendment and each Interconnection Agreement is amended as follows:

- a. Existing Section 6, "Other Traffic," of Attachment 2, "Terms and Conditions," of the Unitary Rate Amendment is deleted from the Unitary Rate Amendment.
- b. A new Section 6, "Other Traffic," as set out in Appendix 4 to this Amendment, is added to Attachment 2 of the Unitary Rate Amendment in lieu of existing Section 6 of Attachment 2 of the Unitary Rate Amendment.
- c. The second sentence of Section 8(a), "Interconnection Architecture," "Traffic to Which The Interconnection Architecture Applies," of Attachment 2 of the Unitary Rate Amendment, which presently reads:

"They also apply to interconnection facilities used by the Parties to exchange translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, IntraLATA Toll traffic, tandem transit traffic, V/FX Traffic that is not ISP-Bound Traffic, and VOIP Traffic, subject, however, to the applicable terms, if any, set forth in the Interconnection Agreements or applicable tariffs (if any) relating to compensation for facilities, as modified by this Amendment."

is amended to read:

"They also apply to interconnection facilities used by the Parties to exchange translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, IntraLATA Toll traffic, Tandem Transit Traffic (as defined in Section 6.2.1.1, above), Four-Party Traffic (as defined in Section 6.2.2.1, above), V/FX Traffic that is not ISP-Bound Traffic, and VOIP Traffic, subject, however, to the applicable terms, if any, set forth in the Interconnection Agreements or applicable tariffs (if any) relating to compensation for facilities, as modified by this Amendment."

- d. The third sentence of Section 8(d)(i) of Attachment 2 of the Unitary Rate Amendment, which presently reads:

"Appendix A sets forth those LATAs where AT&T and Verizon are not interconnected as of November 1, 2004 and for which the mutual POI terms set forth below shall apply, if interconnection is implemented between the Parties in those LATAs."

is amended to read:

"For those LATAs where NT and Verizon were not interconnected as of November 1, 2004, the mutual POI terms set forth below shall apply, if interconnection is implemented between the Parties in those LATAs."

- e. "Appendix A," "LATAs Where Verizon and AT&T Are Not Interconnected As of August 1, 2006," of Attachment 2 of the Unitary Rate Amendment is deleted.
 - f. Section 8(d)(vi) of Attachment 2 of the Unitary Rate Amendment is deleted.
 - g. "Appendix B," "3D Condo and Shared Network Facility Arrangements ("SNFA") Established Between the Parties as of August 1, 2006," of Attachment 2 of the Unitary Rate Amendment is deleted.
- 4. Scope of this Amendment. This Amendment shall amend, modify and revise the Unitary Rate Amendment and each Interconnection Agreement only to the extent set forth expressly in this Amendment, and, except to the extent set forth in this Amendment, the rates, terms and provisions of the Unitary Rate Amendment and each Interconnection Agreement shall remain in full force and effect after the effective date of this Amendment. Nothing in this Amendment shall be deemed to extend or amend the term of the Unitary Rate Amendment or any Interconnection Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Unitary Rate Amendment or any Interconnection Agreement.
 - 5. Conflicts. This Amendment shall be deemed to revise the rates, terms and provisions of the Unitary Rate Amendment and each Interconnection Agreement to the extent necessary to give effect to the rates, terms and provisions of this Amendment. In the event of a conflict between the rates, terms and provisions of this Amendment and the rates, terms and provisions of the Unitary Rate Amendment or an Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a rate, term or provision appears in this Amendment but not in the Unitary Rate Amendment or an Interconnection Agreement, or in the Unitary Rate Amendment or an Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 5.
 - 6. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
 - 7. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any rate, term or provision of this Amendment.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

The Neutral Tandem Parties

By: David Tatak

Printed: DAVID TATAK

Title: VP BILLING & REVENUE
SERVICES

Date: 1/4/07

The Verizon Parties

By: Jeffrey A. Masoner

Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection
Services

Date: 1/11/07

APPENDIX 1

VERIZON PARTIES

Verizon California Inc., a California corporation with a place of business at 112 Lakeview Canyon Road, Thousand Oaks, California, 91362.

Verizon Delaware LLC, a Delaware limited liability company with a place of business at 901 Tatnall Street, Wilmington, Delaware, 19801.

Verizon Florida Inc., a Florida corporation with a place of business at 201 North Franklin Street, One Tampa City Center, Tampa, Florida, 33602.

Verizon Maryland Inc., a Maryland corporation with a place of business at One East Pratt Street, 8th Floor, Baltimore, Maryland 21202.

Verizon New England Inc., a New York corporation with a place of business at 185 Franklin Street, Boston, Massachusetts, 02110.

Verizon New Jersey Inc., a New Jersey corporation with a place of business at 540 Broad Street, Newark, New Jersey 07102.

Verizon New York Inc., a New York corporation with a place of business at 140 West Street, New York, New York, 10007.

Verizon North Inc., a Wisconsin corporation with a place of business at 8001 West Jefferson Boulevard, Fort Wayne, Indiana, 46804.

Verizon Northwest Inc., a Washington corporation with a place of business at 1800 41st Street, Everett, Washington, 98201.

Verizon Pennsylvania Inc., a Pennsylvania corporation with a place of business at 1717 Arch Street, Philadelphia, Pennsylvania, 19103.

Verizon South Inc., a Virginia corporation with a place of business at 201 North Franklin Street, One Tampa City Center, Tampa, Florida, 33602.

Verizon Virginia Inc., a Virginia corporation with a place of business at 600 East Main Street, 11th Floor, Richmond, Virginia, 23219.

Verizon Washington, DC Inc., a New York corporation with a place of business at 2055 L Street, NW, 5th Floor, Washington, DC, 20036.

Verizon West Virginia Inc, a West Virginia corporation with a place of business at 1500 MacCorkle Ave., S.E., Charleston, West Virginia, 25314.

GTE Southwest Incorporated a Delaware corporation with a place of business at 500 East Carpenter Freeway, Irving, Texas, 75062.

Contel of the South Inc., a Georgia corporation with a place of business at 600
Hidden Ridge, Irving, Texas, 75038.

NEUTRAL TANDEM PARTIES

Neutral Tandem—California, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Florida, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Illinois, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Maryland, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Massachusetts, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Michigan, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—New Jersey, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—New York, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Virginia, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Washington, D.C., LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.